



MEMORANDUM OF UNDERSTANDING
For JT-NM IP Showcase Prestaging Event at Fox NE&O in The Woodlands
Texas from August 14, 2017 to August 18, 2017, AMWA NMOS Device
Connection Management Workshop, UK week of August 7, 2017
& IBC 2017 IP Showcase in Amsterdam, from September 15, 2017 to
September 19, 2017

This Memorandum of Understanding (MOU) is entered into as of

_____ by and between the Video Services Forum, Inc., ("VSF")
and _____ ("Participant"), collectively
the Parties.

Recitals:

A. Video Services Forum, Inc. is an international association composed of service providers, users and manufacturers dedicated to interoperability, quality metrics and education for video networking technologies.

B. Participant (Company Name) is

C. (i) The VSF, along with its partners, AES, AIMS, AMWA, EBU, IABM, MNA, SMPTE referred to herein collectively as ("Partners") seek to increase interoperability of vendors' implementations of various Standards and Specifications around professional media IP networks. The Partners seek to achieve this goal by conducting private and public interoperability events during 2017.

(ii) For the sake of simplicity, the contracting parties in this MOU are the Participant and the VSF. While there is no legal Relationship created by this document between the Partners, the VSF has been designated by the Partners as the contracting organization in order to simplify various arrangements.

D. These Events will focus on the following:

- Interoperability Demonstrations on Workflows
- ST2110 – 10/20/30/40
- ST 2059 & ST 2022-7
- AMWA NMOS IS-04 Discovery & Registration
- AMWA NMOS Connection Management

Our company plans to participate in the following Event activities. (See JT-NM Qualifying Rules Document) <http://jt-nm.org/Interop2017/>. Please check all boxes that apply.

- ☐ JT-NM IP Showcase Prestaging Event at Fox NE&O in The Woodlands Texas from August 14, 2017 to August 18, 2017 and the IBC 2017 IP Showcase in Amsterdam, from September 15, 2017 to September 19, 2017. (IP Showcase at IBC 2017 qualifying event)
- ☐ AMWA NMOS Device Connection Management Workshop, UK week of August 7, 2017. (IP Showcase at IBC 2017 qualifying event) and the IBC 2017 IP Showcase in Amsterdam, from September 15, 2017 to September 19, 2017

Our company offers to provide the following classes of product to the Event activities (please check boxes that apply):

Cameras (with direct IP output)

Displays (with direct IP output)

Multi-viewer

Switcher

Audio Mixer

Ingest/playback (sports/slow-mo) servers

Editors/Edit accessories

Gateways

Processors

Graphics/Branding

Distribution encoders

Contribution encoders

Master Control/channel-in-a-box

Test Equipment

Other: _____

In consideration of the benefits anticipated from entering into this MOU, the Parties agree as follows:

1. **Scope** This MOU covers planning, participation and follow-up for JT-NM IP Showcase Prestaging Event at Fox NE&O in The Woodlands Texas from August 14, 2017 to August 18, 2017, the AMWA NMOS Device Connection Management Workshop, UK week of August 7, 2017, and the IBC 2017 IP Showcase in Amsterdam, from September 15, 2017 to September 19, 2017.

2. **Eligibility** In order to take part in the private event, the Participant must (a) be a member in good standing and an active participant of one or more of the following organizations:

- (i) AES; or
- (ii) AIMS; or
- (iii) AMWA; or
- (iv) EBU; or
- (v) IABM; or
- (vi) MNA; or
- (vii) SMPTE; or
- (viii) VSF

(b) In order to take part in the public event, the Participant must (i) successfully participate in the private prestaging event in August 2017 (successful participation is determined by the JT-NM Technical Committee, (ii) be a member in good standing of the organizations in 2. Eligibility; (iii) and be an active member of the JT-NM Interoperability Activity Group.

(c) sign and return this MOU to Bob Ruhl (bob.ruhl1@verizon.net) by June 30, 2017.

3. **Terms** Participants agree to the following:

(a) Partners Issue Press Releases – The Partners will issue any press releases and announcements before and after the Event.

(b) Limited Release Of Pre-Approved, Anonymize Results – Partners and Participants shall only release anonymized results to the public that have been approved by the JT-NM technical committee.

(c) Participants summarize and share results – Participants agree to summarize and share their results with other Event Participants.

(d) No claim of certification or compatibility
Participants must not make claims that their products are “certified”, “compatible”, or make other similar claims in relation to any Standards or Specifications based on the results of this Event.

(e) Claim of interoperability or non-interoperability – Participants may claim interoperability with another participant based upon the results of this Event. However, Participants may not claim that another Participant is non-compliant or make other such statements based upon the results of this Event. Participants may not comment on difficulties of other Participants or on observations of a negative nature regarding the technical performance of another Participant’s equipment.

(f) No distribution of content – Participants may not distribute or use content that is made available as a result of this Event for any reason outside of the scope of this MOU.

(g) Results available to Event coordination committees

Participants agree that detailed results will be available to JT-NM Event coordination committees to aid them in preparation for future public interoperability demonstrations. Such details shall not be released to the public.

4. Representations and Warranties Each Party represents and warrants to the other that (a) it has due authority to enter into and perform this MOU, (b) its performance of this MOU will not conflict with any other agreement to which it is a Party, and (c) its performance of this MOU will not conflict with its bylaws, policies or other obligations, including any provisions or obligations that relate to IPR.

5. IPR and Confidentiality Policies (a) The Parties agree that all activities under this MOU will be governed by the Patent Policy of the VSF (http://videoservicesforum.org/policies/IPR%20Policy_v2.0.pdf).

(b) Each Party will treat all materials supplied to it by the other Party that have been designated in writing as being confidential in a manner consistent with such designation.

6. Relationship of Parties The relationship between the parties shall be that of independent signatories and nothing in this MOU shall be construed to constitute either party an employee, agent or member of the other party. Without limiting the foregoing, neither party shall have authority to act for or to bind the other party in any way, to make representations or warranties or to execute agreements on behalf of the other party, or to represent that it is in any way responsible for the acts or omissions of the other party. Neither party shall be required to make any payment to the other parties participating in this Event. Each party shall pay its own costs and expenses with respect to its activities under this MOU.

7. Term and Termination (a) This MOU shall remain in force until terminated by either Party.

(b) This MOU may be terminated (i) at any time without cause by either Party giving not less than 30 days' notice to the other Party of its desire to terminate, and (ii) on thirty days notice, in the case of the breach without cure of a material term by the Party receiving notice, providing that the Party giving notice provides sufficient detail in such notice of the nature of the breach to permit cure (except that where the breach, by its nature, is not susceptible to cure, termination shall be effective upon the giving of notice).

(c) All rights and obligations under this MOU will cease on termination, except for those referred to in Section 3(b), 3(d), 3(e), 3(f), and in Sections 5, and 8, each of which shall survive indefinitely.

8. Miscellaneous This MOU (a) shall be subject to the laws of New York, United States, without giving effect to its rules regarding conflicts of laws; (b) may only be amended in writing by authorized representatives of each Party; (c) supersedes any preexisting agreement or understanding between the Parties,

whether written or oral; and (d) may not be assigned by either Party without the written permission of the other Party, except to a successor to its business or mission, as appropriate.

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In witness of the above, the Parties have caused this MOU to be executed by their duly authorized representatives.

VIDEO SERVICES FORUM, INC.

PARTICIPANT

By: Video Services Forum, Inc

By: _____

Bob Ruhl

Name

Representative's Name

VSF Operations Manager

Title

Title

609-410-6767

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bob.ruhl1@verizon.net

E-mail

E-mail

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